

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

MEETING DATE: January 19, 2005

DIVISION: Public Works

BULK ITEM: Yes x No

DEPARTMENT: Animal Control

AGENDA ITEM WORDING: Approval of Agreement for Park Improvements with the Florida Keys Society for the Prevention of Cruelty to Animals, Inc. concerning the Higgs Beach Dog Park.

ITEM BACKGROUND: The County passed an ordinance enabling an enclosed greenspace for dogs at Higgs Beach, and the Florida Keys SPCA has raised funding to make the necessary improvements to the existing park to establish the dog-friendly segment of the park. Under this agreement, the County will be reimbursed by the SPCA for materials and service used to improve and renovate the property to establish the dog park area.

PREVIOUS RELEVANT BOCC ACTION: Adoption of Ordinance No. 034-2004 on October 20, 2004, establishing the dog park at Higgs Beach.

CONTRACT/AGREEMENT CHANGES: n/a – new agreement.

STAFF RECOMMENDATION: Approval as stated above.

TOTAL COST: \$25,000

BUDGETED: Yes: No:

COST TO COUNTY: \$0

SOURCE OF FUNDS:

REVENUE GENERATED: Yes No

APPROVED BY: Co. Atty.: x OMB/Purchasing: x Risk Management: x

DIVISION DIRECTOR APPROVAL:


Dent Pierce

DOCUMENTATION: INCLUDED: x TO FOLLOW: NOT REQUIRED:

DISPOSITION: AGENDA ITEM #: C2

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: **FLORIDA KEYS SOCIETY FOR THE**
PREVENTION OF CRUELTY TO
ANIMALS, INC.

Contract # _____
Effective Date: 1/19/05
Expiration Date: 6/30/05

Contract Purpose/Description: Funding reimbursement agreement for improvements made to establish the
Higgs Beach Dog Park created under MC Ordinance No. 034-2004.

Contract Manager: Beth Leto 4560 Public Works - #1
(Name) (Ext.) (Department/Stop #)

for BOCC meeting on January 19, 2004 Agenda Deadline: January 4, 2004

CONTRACT COSTS

Total Dollar Value of Contract: \$25,000* Current Year Portion: \$25,000
Budgeted? Yes ☐ No ☐ *to be reimbursed by the SPCA Account Codes: _____
Grant: \$ _____
County Match: \$ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ n/a /yr. For: _____
(Not included in dollar value above) (e.g., maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>1/6/05</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>1/6/05</u>
Risk Management	<u>1-4-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slank</u>	<u>1-4-05</u>
O.M.B./Purchasing	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>1/4/05</u>
County Attorney	<u>1-5-2005</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1/5/05</u>

Comments: _____

AGREEMENT FOR PARK IMPROVEMENTS

This AGREEMENT dated the 19th day of January, 2005, is entered into by and between the BOARD OF COUNTY COMMISSIONERS FOR MONROE COUNTY, hereinafter "County" and Florida Keys Society for the Prevention of Cruelty of Animals, Inc., a Florida not-for-profit corporation, hereinafter "Funding Agency".

WHEREAS, the County passed an ordinance enabling the establishment of a dog-friendly park at Higgs Beach, hereinafter "park" or "property;" and

WHEREAS, the Funding Agency has raised funding to make the necessary improvements to the existing park in order to hasten the establishment of the dog-friendly segment of the park; and

WHEREAS, the parties have determined that it is in the best interest of the community to enter into an agreement that the County make the appropriate improvements through employees or contractors with the Funding Agency to pay the contracted providers and suppliers directly for the materials and services rendered at the park;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the parties have entered into this agreement on the terms and conditions as set forth below.

1. AGREEMENT PERIOD. This agreement is for the period January 19, 2005 through June 30, 2005. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 12 and 13 below.

2. SCOPE OF AGREEMENT. The County shall obtain necessary permits and provide for the installation of fencing, placement of berm, installation of electrical and water utility connections, installation of four light fixtures, water fountain and/or hose bibs, signage, garbage cans, and mutt mitt stations.

3. AMOUNT OF AGREEMENT AND PAYMENT. The Funding Agency shall provide an amount not to exceed \$25,000.00 for materials and services used to acquire, improve, rehabilitate, repair and renovate the property.

Funding Agency shall make payment to the County within 10 days of receipt of invoices and supporting documentation.

County may elect to have vendors and contractors paid through the direct vendor method, upon submission of appropriate documentation as outlined above and a specific request that payment be made directly to the vendor or contractor rather than to County.

4. RECORDS AND REPORTS.

(a) Record-keeping. The parties shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and Funding Agency shall give access to these records at the request of the County, the State of Florida or authorized agents and representatives of said government bodies. Records shall be retained for a period of four (4) years after the termination of the contract period.

(b) Public Access. The County and Funding Agency shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Funding Agency in conjunction with this Agreement.

5. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Funding Agency and their respective legal representatives, successors, and assigns.

6. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Funding Agency is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Funding Agency or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

7. NO PERSONAL LIABILITY. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

8. COMPLIANCE WITH LAW. In carrying out its obligations under this agreement, the Funding Agency shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the County to terminate this agreement immediately upon delivery of written notice of termination to the Funding Agency.

9. HOLD HARMLESS/INDEMNIFICATION. The parties hereby agree to indemnify and hold harmless each other, from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for

litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The County's liability under this provision is subject to the limitations of Sec. 768.28, F.S. Either party shall immediately give notice to the other of any suit, claim or action made against the either party that is related to the activity under this agreement, and will cooperate with each other in the investigation arising as a result of any suit, action or claim related to this agreement.

(a) Non-Waiver of Immunity. Notwithstanding he provisions of Sec. 286.28, Florida Statutes, the participation of the County and the Funding Agency in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

(b) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

10. NONDISCRIMINATION. County and Funding Agency agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Funding Agency agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis

of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

11. **ANTI-KICKBACK.** The Funding Agency warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. **TERMINATION.** This agreement shall terminate on June 30, 2005. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Funding Agency. The County may terminate this agreement without cause upon giving written notice of termination to Applicant. The County shall not be obligated to pay for any services or goods provided by Funding Agency after Funding Agency has received written notice of termination.

13. **TERMINATION FOR BREACH.** The County may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Funding Agency shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide County with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment by is a breach of agreement, for which the County may terminate this agreement upon giving written notification of termination.

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Funding Agency and the County.

15. **GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

(a) In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Funding Agency agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

(b) The County and Funding Agency agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

(c) Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Funding Agency agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

(d) Attorney's Fees and Costs. The County and Funding Agency agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

(e) Adjudication of Disputes or Disagreements. County and Funding Agency agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

(f) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Funding Agency agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Funding Agency specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

16. ETHICS CLAUSE. Funding Agency warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in

violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. The County and Funding Agency warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Funding Agency agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(a) **Covenant of No Interest.** County and Funding Agency covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

(b) **Code of Ethics.** County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

17. PUBLIC ENTITY CRIME STATEMENT. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on a agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

18. AUTHORITY. Funding Agency warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Funding Agency below certifies and warrants that the Funding Agency's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Funding Agency, and this agreement has been approved by the Board of Directors of Funding Agency or other appropriate authority.

19. LICENSING AND PERMITS. Funding Agency warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, County or City.

20. INSURANCE. Funding Agency agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Funding Agency and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Funding Agency for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Funding Agency of the obligations set forth in this agreement.

21. NOTICE. Any written notice to be given to either party under this agreement or related hereto shall be addressed and delivered as follows:

For Funding Agency:

(name)

(address)

For County: Director, Public Works
1100 Simonton Street
Key West, FL 33040

and

Suzanne Hutton, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

22. CLAIMS FOR FEDERAL OR STATE AID. Funding Agency and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

23. LEGAL OBLIGATIONS AND RESPONSIBILITIES, NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

24. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Funding Agency agree that neither the County nor the Funding Agency or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

25. ATTESTATIONS. Funding Agency agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. NO PERSONAL LIABILITY. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

27. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

28. SECTION HEADINGS. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(SEAL)

FLORIDA KEYS SOCIETY FOR THE
PREVENTION OF CRUELTY TO
ANIMALS, INC.

By: _____
President

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY

Date

ORDINANCE NO. 034 - 2004

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, ADDING SEC. 13.5-5 (p), MONROE COUNTY CODE, IN ORDER TO ENCLOSE A GREENSPACE FOR DOGS AT HIGGS BEACH COUNTY PARK OF KEY WEST; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES INCONSISTENT HERewith; PROVIDING FOR INCORPORATION INTO THE MONROE COUNTY CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 18, 2001, May 16, 2001, and August 15, 2002, the Board of County Commissioners of Monroe County, Florida, adopted Ordinances No. 19-2001, No. 21-2001, and No. 30-2002, respectively, authorizing pets in specified open spaces at Higgs Beach County Park subject to certain conditions; and

WHEREAS, the Board Of County Commissioners Of Monroe County, Florida, have received a request to establish a dog park at Higgs Beach, in the City of Key West, Monroe County, Florida; and

WHEREAS, Key West is well known as a dog friendly town; and

WHEREAS, it is not uncommon for dogs to go to work with their owners in Key West; and

WHEREAS, many Key West open air dining and drinking establishments welcome dogs with their owners and even provide water for their canine visitors; and

WHEREAS, restrained dogs are allowed in some of the local parks frequented by toddlers and the elderly who are susceptible to injury from unrestrained dogs; and

WHEREAS, enclosure of one of the areas previously designated as permitting pets would provide the following benefits: a specific safe place for dogs to play, preventing dog infringement and waste in other areas, owners monitoring pet waste clean-up, requirement of proof of vaccinations and licenses to enhance compliance with County Codes, and users of the park may deter crime in neighboring areas; now therefore

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. Sec. 13.5-5, Monroe County Code is hereby amended by the addition of the following:

- (p) An open greenspace may be enclosed at Higgs Beach County Park, Monroe County, Florida, located as set forth in attachment A, provided that said enclosed greenspace shall meet the following minimum requirements:
 - (i) There shall be a fence four to six feet high with a minimum access of a double entry gate and one maintenance gate.
 - (ii) There shall be an area partitioned off for use by small dogs (under 25 pounds).
 - (iii) There shall be a waste disposal station with plastic bags and a covered garbage can by each entry gate.
 - (iv) Lighting and water utilities shall be provided.

(v)

There shall be signage with rules for enclosed greenspace use. Such rule shall include, but not be limited to:

- (A) Owners must clean up after pets and properly dispose of waste.
- (B) Pets exhibiting aggressive behavior or creating a nuisance must be immediately removed from the enclosed greenspace.
- (C) Children under age 6 are not allowed. Children under 16 must be accompanied by an adult.
- (D) All dogs must have current rabies vaccinations and County licenses and be wearing their tags while in the enclosed greenspace.
- (E) Dogs in heat, ill and having excessive fleas, ticks, or other internal or external parasites are not allowed.
- (F) All dogs must be accompanied at all times by an adult human owner or handler.
- (G) There shall be no more than three dogs per owner or handler per visit.
- (H) Puppies under 4 months are not allowed.
- (I) If a dog digs, the dog must be stopped immediately and the owner/handler must fill the hole.
- (J) Park gates may not be left open at any time.
- (K) No rollerblades, skateboards, or bicycles are allowed in the enclosed greenspace.
- (L) The hours shall be from 6 am to 11 pm daily.
- (M) The County Commission may establish additional rules governing the enclosed greenspace by further ordinance.

Section 2. If any section, subsection, sentence, clause or provision of this ordinance held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 3. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 4. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 5. This ordinance shall take effect immediately upon receipt of official notice from the Office of the Secretary of State of the State of Florida that this ordinance has been filed with said Office.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 20th day of October, 2004.

Mayor Nelson
Mayor Pro Tem Rice
Commissioner McCoy
Commissioner Neugent
Commissioner Spehar

yes
yes
no
yes
yes

Attest: DANNY L. KOLHAGE, Clerk

By Deborah A. DeSantis
Deputy Clerk

MONROE COUNTY ATTORNEY

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By Mayor Nelson
Mayor/Chairperson